

2054

JOAN SKAL, RMC
TOWNSHIP CLERK
LITTLE FALLS, N.J. 07424

A G R E E M E N T

Between The

TOWNSHIP OF LITTLE FALLS

AND

LITTLE FALLS MEMBERS OF THE PASSAIC VALLEY PBA, LOCAL 173

JANUARY 1, 1989 THROUGH DECEMBER 31, 1991

LAW OFFICES:
LOCCKE & CORREIA P.A.
24 Salem Street
Hackensack, New Jersey 07601
(201) 488-0880

INDEX

| <u>ARTICLE</u> | | <u>PAGE</u> |
|----------------|----------------------------------|-------------|
| | PREAMBLE | 1 |
| I | RECOGNITION | 1 |
| II | GRIEVANCE PROCEDURE | 1 |
| III | SALARIES | 3 |
| IV | LONGEVITY | 4 |
| V | OVERTIME | 4 |
| VI | VACATIONS | 5 |
| VII | HOLIDAYS | 7 |
| VIII | INSURANCE | 7 |
| IX | DENTAL PLAN | 8 |
| X | CLOTHING ALLOWANCE | 8 |
| XI | WORK SHIFTS | 9 |
| XII | PERSONAL LEAVE | 10 |
| XIII | COLLEGE CREDIT REIMBURSEMENT | 10 |
| XIV | SPECIAL OFF-DUTY ASSIGNMENTS | 11 |
| XV | SAVINGS CLAUSE | 12 |
| XVI | MAINTENANCE OF BENEFITS | 12 |
| XVII | PRESERVATION OF RIGHTS | 12 |
| XVIII | INVESTIGATION OF POLICE OFFICERS | 13 |
| XIX | PERSONNEL FILES | 14 |
| XX | SICK LEAVE PROGRAM | 15 |

| | | |
|------|--------------------|----|
| XX | SICK LEAVE PROGRAM | 15 |
| XXI | DURATION | 16 |
| XXII | GENERAL PROVISIONS | 17 |
| | SCHEDULE "A" | 19 |

PREAMBLE

THIS AGREEMENT, made this day of 1990, by and between THE TOWNSHIP OF LITTLE FALLS, NEW JERSEY, hereinafter called the "Township" and the LITTLE FALLS MEMBERS OF THE PASSAIC VALLEY PBA, LOCAL 173, hereinafter called the "Association".

ARTICLE I - RECOGNITION

A. The Township, pursuant to the provisions of the Employee-Employer Relations Act (N.J.S.A. 34:13A-1.1 et seq.), recognizes the Association as the exclusive representative for the purposes of collective negotiations of all sworn, regular full time police officers of the Township, but excluding the Chief of Police, office secretaries, clerks and dispatchers so long as the job title of dispatcher is held by a non-police officer.

B. It is further agreed that neither the Association nor the Township will discriminate against any person in the employ of the Township on the basis of race, creed, color, national origin, sex, marital status, political activities not related to Township staff relations, or membership or participation in or association with the activities of any employee organization.

ARTICLE II - GRIEVANCE PROCEDURE

A. The intent and purpose of this grievance procedure shall be to settle all grievances between the Township and the Association and Employee(s) within the bargaining unit as quickly as possible so as

to insure efficiency and promote employee morale.

The term "grievance" as used herein is limited to any controversy concerning the interpretation or adherence to the terms and conditions of this agreement. It shall not apply to any disciplinary proceedings.

STEPS OF GRIEVANCE PROCEDURE

B. (1) A grievance shall be presented by the employee and the Association representative to the immediate supervisor of the employee within a reasonable time after the occurrence of the alleged grievance. If no satisfactory resolution is reached within one (1) working day, the grievance shall proceed to the next day.

(2) If the grievance is not settled in step one the grievance shall be reduced to writing by the Association and/or employee, and shall be submitted to the Chief of Police or his designee. An answer to such grievance shall be made in writing with a copy to the Association within five (5) days of its submission.

(3) If the grievance is not satisfactorily resolved by steps one and two, then the grievance shall be presented to the Police Commissioner and the Township Committee within five (5) days thereafter. A written answer to said grievance shall be made to the Association and the employee(s) involved within seven (7) days of its submission.

(4) If the grievance is not settled by steps one through three, the Association and/or employee(s) shall have the right to submit such grievance to binding arbitration pursuant to the Rules

and regulations of the Public Employment Relations Commission. The cost of arbitration shall be apportioned equally between the Township and the Association.

C. Failure to comply within the time limit set forth in the Step Grievance Procedure shall give to the other party, at its option, recourse to the succeeding step.

D. Nothing herein shall prevent any employee of the bargaining unit from processing his own grievance provided the Association president or his designee and/or the Association attorney may be present as an observer at any hearing on the individual's grievance and, in addition, shall have the right to present testimony and/or evidence should the interest of the Association be involved in said individual's grievance.

ARTICLE III - SALARIES

The salaries of all bargaining unit employees covered by this Agreement are set forth in Schedule A which is attached hereto and made a part hereof.

SHIFT DIFFERENTIAL

In addition to the salary adjustments above, there shall be paid the following shift differential from the date of contract signing:

Second Shift - One (1%) percent

Third Shift - Two (2%) percent

ARTICLE IV - LONGEVITY

All full-time employees in the negotiating unit shall be entitled to longevity pay based upon years of accumulative service of the Township at the following rates:

A. Upon completion of five (5) years of service each employee covered herein shall receive the additional sum of one and one-half (1.5%) percent of base salary.

B. An additional One and one-half (1.5%) percent shall be received upon completion of each additional five (5) years of service, up to twenty-four (24) years of service.

C. In no event shall any employee in the negotiating unit receive more than seven and one-half (7.5%) percent of base salary as longevity compensation, which shall commence upon twenty-four years of completed service.

All periods of employment shall be computed from January 1 of the year of appointment of employment unless the date of said appointment or employment took place on or after July 1, in which case said period of employment shall be computed from January 1 of the year following said appointment or employment.

ARTICLE V - OVERTIME

A. Overtime shall be paid to any employee who is required and directed to work for a period in excess of forty (40) hours in any one week.

B. All overtime earned by employees covered herein shall be

paid at the rate of time and one-half of his regular rate of pay, provided the employee has actually worked the full forty (40) hours.

C. COURT APPEARANCE TIME: Should an employee be required to appear before any Court or Grand Jury while said employee is off duty, he shall receive compensation for time spent in such Court or before such Grand Jury at the rate of one and one-half times his regular hourly rate, provided that the officer has worked a forty (40) hour week effective on the signing of this agreement.

D. It is specifically understood and agreed that all time attributable to compensating for the reduction in hours, pursuant to the institution of the 4 and 2 shift as set forth in Article XI, shall be excluded in calculating the total hours worked per week for overtime purposes.

ARTICLE VI - VACATIONS

A. Every employee in the negotiating unit who has accumulated the seniority hereinafter specified shall be entitled to vacation with pay for the respective number of days at his regular salary.

B. 1. One day for each month's service through the 30th day of April.

2. One calendar week - after full-time employment of at least six months but less than one year.

3. Two calendar weeks - after full-time service of at least one year, but less than seven years.

4. Two calendar weeks plus two days - after full-time

employment of at least seven years, but less than ten years.

5. Three calendar weeks - after full-time service of at least ten years, but less than fifteen years.

6. Three calendar weeks plus four days - after full-time service of at least fifteen years, but less than twenty years.

7. Four calendar weeks plus six days-after full-time service of at least twenty years.

The above shall not be construed to prohibit the granting of vacations of less than a week's duration.

All vacations shall be taken during the current year and vacation time shall not be accumulated unless in the event of an emergency. Insofar as possible, vacation shall be scheduled between January 1 to December 31 except for the period from December 15 through December 24.

Vacation leave shall begin to accrue upon the first day of service provided that new permanent employees in the negotiating unit shall not be eligible for vacation leave until they have completed a satisfactory probationary period if required, provided further, however, that the probation period shall be credited to the employee for vacation accrual purposes upon satisfactory completion thereof.

For the purpose of this contract, seasonal or casual employees of the negotiating unit, regardless of hours worked on daily or weekly basis, shall not be considered full-time employees in the negotiating unit.

ARTICLE VII - HOLIDAYS

A. All employees in the negotiating unit shall be entitled to the following paid holidays:

| | |
|-------------------------------|----------------------------|
| New Year's Day | General Election Day |
| Martin Luther King's Birthday | Columbus Day |
| Washington's Birthday | Veteran's Day |
| Good Friday | Thanksgiving Day |
| Memorial Day | Day after Thanksgiving Day |
| Independence Day | Christmas Day |

Labor Day

B. One half of work day shall be a holiday on the days preceding Christmas and New Year's Day.

C. When it is necessary for an employee in the negotiating unit to work on an official holiday, such employee shall be entitled to an equal amount of time off and at a time approved by the department head, which shall not be unreasonably withheld.

ARTICLE VIII - INSURANCE

A. The Township shall provide to each employee in the negotiating unit covered by this agreement, their spouse and eligible dependent children, Blue Cross/Blue Shield, Rider J and Major Medical Insurance at no cost to the aforesaid employee.

B. The Township shall continue to provide each employee of the bargaining unit covered by this agreement a drug plan with family coverage at One Dollar and Fifty (\$1.50) Cents co-pay.

ARTICLE IX - DENTAL PLAN

A. The Township agrees to pay the amount of Six Thousand Five Hundred (\$6,500.00) Dollars toward a two (2) year dental plan effective July 1, 1985, for the benefit of the employees which provides co-payment for preventive diagnostic (70/30), prosthetic work (50/50) and orthodontic at 50/50 with a \$500.00 maximum. It is specifically understood and agreed that the Township shall not be responsible for any future cost increases for the dental plan.

B. The Township agrees to pay the amount of Eight Thousand Five Hundred (\$8,500.00) Dollars per annum towards maintenance of the currently effective dental coverage by this Agreement which provides co-payment as follows: (1) for preventive diagnostic work (70/30), (2) prosthetic work (50/50) and (3) orthodontic at 50/50 with a \$500.00 maximum.

ARTICLE X - CLOTHING ALLOWANCE

A. All employees in the bargaining unit covered by this agreement shall be entitled to an annual clothing allowance of Six Hundred Five (\$605.00) Dollars per year.

B. The Township will furnish all employees in the bargaining unit covered by this Agreement with a bullet-proof vest. Each employee shall have the right to select his own vest provided prior approval is obtained from the Chief. The Town shall replace bullet-proof vests when the Chief indicates it to be necessary.

C. MAINTENANCE ALLOWANCE: Bills incurred for weapons' repair

and maintenance shall be reimbursable by the Township, provided prior approval is obtained from the Chief before the expense is incurred. Approval shall not be unreasonably withheld. This provision shall be effective on the signing of the contract.

ARTICLE XI - WORK SHIFTS

The four (4) days on and two (2) days off shifts (4 and 2 shift) shall be maintained for all patrol staff. The 4 and 2 shift shall not be applicable to members of the bargaining unit serving in the detective bureau and other approved personnel.

In consideration for the reduction of hours from an average of 40 hours per week to an average of 37.4 hours per week which results from the institution of the 4 and 2 shift, the Association agrees that each employee shall compensate for the reduction in hours in the following manner:

| | |
|--------------------------|-----------|
| Weapon Training | 8 hours |
| Schooling | 32 hours |
| Holiday reduction 7 days | 56 hours |
| Over Time | 16 hours |
| TOTAL | 112 hours |

All officers must take 32 hours of schooling per year, unless emergency conditions require otherwise, and only with the approval of the Township Committee.

There shall be no reimbursement for any expenses connected with attending classes. Attendance shall normally be at times other than

the officer's scheduled shift unless special circumstances exist. Scheduling shall be by written request to the Chief or his designated scheduling officer.

It is specifically agreed by the parties hereto that the 4 and 2 shift can be rescinded at any time by the Township Committee, in its sole discretion. If the Township Committee restores the previous shift schedule, there shall be a prorata adjustment.

ARTICLE XII - PERSONAL LEAVE

A. Full-time permanent employees in the negotiating unit shall be entitled to two personal days with pay for each calendar year, which days may be accumulated from year to year.

B. In case of death in an employee's immediate family, the employee in the negotiating unit shall be granted a three day leave with pay. Immediate family shall include the employee's spouse, children, parents or parents-in-law, brother or sister.

C. In the case of death of uncles or aunts, nephews or nieces, brothers-in-law or sisters-in-law, grandparents or grandchildren, the employee in the negotiating unit shall be granted a one day leave with pay.

D. The department head shall be notified as soon as possible so that a replacement may be secured.

ARTICLE XIII - COLLEGE CREDIT REIMBURSEMENT

The Township shall reimburse police officers for college tuition

for course work related to their police activities or necessary to fulfill the obligations of a degree related to police work, subject to the following conditions and guidelines:

A grade of "C" or better is required for reimbursement.

Any course taken will be compensable if it leads toward a degree in police related matters with the following condition - if the officer leaves the Department within five years of a course taken to fulfill a degree and the course is not directly in police work, the officer will be required to pay back the tuition costs for any of these non-police related courses.

A maximum cost equivalent to the State college credit costs for undergraduate work or the actual cost, whichever is less, will be paid as a reimbursement.

The following is the schedule for the number of credits allowed per year for an officer in the Little Falls Police Department:

| Years In Dept. | Credits Allowed/Yr. |
|----------------|---------------------|
| 1/2 - 2 | Up to 6 |
| 2 - 4 | Up to 12 |
| 4 - 6 | Up to 18 |
| Over 6 | Unlimited |

ARTICLE XIV - SPECIAL OFF-DUTY ASSIGNMENTS

A. All employees in the negotiating unit covered by this agreement shall be given preference for special duty within the Township.

B. The rate of pay and method of payment shall be established between the outside employer and the individual assigned to the special duty.

C. All off-duty special assignments will be made with the approval of the department head.

ARTICLE XV - SAVINGS CLAUSE

If any provision of this agreement shall conflict with any Federal or State Law, that specific provision of this agreement shall be deemed amended or nullified to conform to such law. The other provisions of the agreement shall not be affected thereby and shall continue in full force and effect.

ARTICLE XVI - MAINTENANCE OF BENEFITS

The fringe benefits which are substantially uniform in their application to those employees in the negotiation unit covered by this agreement and which are currently provided to those employees in the negotiating unit shall be constituted as past policy and shall remain effect without diminution during the term of this agreement unless modified herein or by subsequent agreement of the parties.

ARTICLE XVII - PRESERVATION OF RIGHTS

Notwithstanding any other provision of this agreement, the parties hereto recognize and agree that they separately maintain and reserve all right to utilize the processes of the Public Employment

Relations Commission and to seek judicial review of/or interpose any and all claims of defenses in legal actions surrounding such proceedings as unfair practices, scope of negotiation and specific performances of contract.

ARTICLE XVIII - INVESTIGATION OF POLICE OFFICERS

In an effort to insure that departmental investigations are conducted in a manner which is conducive to good order and discipline, the following rules are hereby adopted:

1. The interrogation of a member of the force shall be at a reasonable hour, preferably when the member of the force is on duty, unless the exigencies of the investigation dictate otherwise.

2. The interrogation shall take place at a location designated by the Chief of Police. Usually it will be at Police Headquarters or the location where the incident allegedly occurred.

3. The member of the force shall be informed of the nature of the investigation before any interrogation commences. Sufficient information to reasonably apprise the member of the allegations should be provided. If it is known that the member of the force is being interrogated as a witness only, he should be so informed at the initial contact.

4. The questioning shall be reasonable in length. Fifteen (15) minutes time shall be provided for personal necessitate, meals, telephone calls, and rest periods at the end of every two (2) hours.

5. The member of the force shall not be subject to any

offensive language, nor shall he be threatened with transfer, dismissal or other disciplinary punishment. No promise of reward shall be made as an inducement to answering questions.

6. At every stage of the proceedings, the Department shall afford an opportunity for a member of the force, if he so requests, to consult with counsel and/or his Association representative before being questioned concerning a violation of the Rules and Regulations during the interrogation of a member of the force, which shall not delay the interrogation beyond one (1) hour for consultation with his Association representative, nor more than two (2) hours for consultation with his attorney. However, this paragraph shall not apply to routine day-to-day investigations.

7. In cases other than departmental investigations, if a member of the force is under arrest or if he is suspect or the target of a criminal investigation, he shall be given his rights pursuant to the current decisions of the United States Supreme Court.

8. Nothing herein shall be construed to deprive the Department or its officers of the ability to conduct the routine and daily operations of the Department.

ARTICLE XIX - PERSONNEL FILES

A personnel file shall be established and maintained for each employee covered by this Agreement. Such files are confidential records and shall be maintained in the office of the Chief of Police, and may be used for evaluation purposes by the Police Chief, Mayor

and/or Governing Body.

Upon advance notice and at reasonable times, any member of the Police Department may at any time review his personnel file. However, this appointment for review must be made through the Chief of Police or his designated representative.

Whenever a written complaint concerning an officer or his actions is to be placed in his personnel file, a copy shall be made available to him and he shall be given the opportunity to rebut it if he so desires, and he shall be permitted to place said rebuttal in his file. When the employee is given a copy of the complaint, the identification of the complainant shall be excised. However if any disciplinary action is taken based on any complaint, then the employee shall be furnished with all details of the complaint, including the identity of the complainant.

All personnel files will be carefully maintained and safeguarded permanently, and nothing placed in any file shall be removed therefrom. Removal of any material from a personnel file by any member of the force shall subject that member to appropriate disciplinary action.

ARTICLE XX - SICK LEAVE PROGRAM

Each employee receives ten (10) sick leave days per year and may accumulate up to a maximum of five (5) days per year toward retirement, which shall accumulate from year to year. Upon retirement, each employee shall be paid for one-half (1/2) of the

number of accumulated sick leave days at the then existing rate of pay up to a maximum of \$7,500.00. If an employee uses less than five (5) sick leave days, in addition to the five (5) days which may be accumulated, he shall be paid at the daily rate of pay for each day less than five (5) used, which payment will be made in the last pay period of the calendar year.

Previous unused sick time may be added to the employee's accumulated sick leave days (sick bank) in accordance with the following schedule:

| Year | Unused Days | | Sick Bank (Days) |
|------|-------------|--------|------------------|
| 1982 | 5 | X 100% | 5 |
| 1981 | 5 | X 100% | 5 |
| 1980 | 5 | X 80% | 4 |
| 1979 | 5 | X 80% | 4 |
| 1978 | 5 | X 60% | 3 |
| 1977 | 5 | X 60% | 3 |
| 1976 | 5 | X 40% | 2 |
| 1975 | 5 | X 40% | 2 |
| 1974 | 5 | X 20% | 1 |
| 1973 | 5 | X 20% | 1 |
| | | | 30 days maximum |

ARTICLE XXI - DURATION

This Agreement shall be effective as of January 1, 1989 except as otherwise provided herein, and shall terminate on December 31, 1991.

ARTICLE XXII - GENERAL PROVISIONS

A. No employee of the Police Department shall have the right to strike, engage in slowdowns, and no officer, member or representative of the Association will recommend, aid, encourage, counsel or advise any member of the Police Department to strike or engage in any slowdowns.

B. In the event that there is any strike or slowdown, the grievance procedure shall not be applicable and the Municipality reserves the right to seek appropriate judicial relief.

C. The Association agrees that the work to be performed; the materials to be used; the location of the work; the establishment or discontinuance of overtime or extra shifts; the manner of performing the municipal functions of the Township; including the use of labor saving techniques; the determination of financial and accounting policies; the organization of departments; the determination of job contents; the judgment as to the ability of an individual to handle the particular job; the assignment of employees to various shifts, or various jobs; or other prerogatives customarily exercised by management, shall be solely and exclusively within the unreviewable discretion of the Police Department and not subject to grievance or arbitration proceedings.

D. All decisions concerning promotions are in the exclusive province of the Township and shall be made in accordance with the applicable provisions of law.

E. The Association agrees that each member of the department

shall perform a full day's work and agrees that the Association will not attempt to advise, counsel, induce or recommend any restrictions on production output by any of the members of the department. The Association further agrees that it will not attempt to influence others to restrict their production.

F. All members of the Police Department shall comply with all applicable provisions of law and ordinances of the Township of Little Falls, except that the parties agree that any ordinance of the Township of Little Falls which is in conflict with the provisions of the within agreement dealing with salaries, shift differential, longevity, overtime, vacation, holidays, insurance, clothing allowance, and personal leave, are expressly made subordinate to such provisions of this agreement.

G. If either party desires to change this agreement, it shall notify the other party in writing prior to the expiration date thereof of the proposed changes and their desire to terminate this agreement. If notice is not given as herein required, this agreement will automatically be renewed for another year, except for wages which may be reopened any time if this agreement is automatically renewed.

FOR THE TOWNSHIP:

By: Matthew S. Witecki

By: [Signature]

LITTLE FALLS MEMBERS OF THE
PASSAIC VALLEY PBA LOCAL 173

By: Paul Joseph Calafione (Pres.)

By: [Signature]

SCHEDULE "A"

| | <u>1/1/89</u> | <u>1/1/90</u> | <u>7/1/90</u> | <u>1/1/91</u> | <u>7/1/91</u> |
|--------------------|---------------|---------------------------------|---------------------------------|---------------|---------------|
| Captain | 40,343 | 42,562 | 44,264 | 46,699 | 48,800 |
| Lieutenant | 38,254 | 40,358 | 41,973 | 44,281 | 46,274 |
| Sergeant | 35,759 | 37,726 | 39,235 | 41,393 | 43,256 |
| Patrolman | | | | | |
| After 3 yrs. (max) | 33,644 | 35,494 | 36,915 | 38,945 | 40,700 |
| After 2.5 yrs | 31,535 | 33,080 | 34,260 | 36,120 | 37,580 |
| After 2 yrs | 29,428 | 30,564 <i>31,608</i> | 30,564 <i>31,608</i> | 33,296 | 34,464 |
| After 1.5 yrs | 27,321 | 28,248 | 28,956 | 30,472 | 31,348 |
| After 1 yr. | 25,214 | 25,832 | 26,304 | 27,648 | 28,232 |
| After .5 yrs. | 23,107 | 23,416 | 23,652 | 24,824 | 25,116 |
| Hire | 21,000 | 21,000 | 21,000 | 22,000 | 22,000 |